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The English case affirms the decision of the lower court discussed in 21 HARV. L. REV. 369. The question is now raised for the first time in this country by the New York case, which, in the consequent absence of authority, expressly defers to the above ruling by the House of Lords.

GIFTS — GIFTS INTER VIVOS — BANK ACCOUNT: INTENT TO MAKE PRESENT GIFT. — A deposited a sum of money in a savings bank and the following entry was made in the pass book: "A in case of death payable to B." A delivered the pass book to B and subsequently died. The bank filed a bill of interpleader, and B's claim of the deposit was denied on the ground that there had been no valid gift. *Held*, that there is not a valid gift to B. *Jones v. Crisp*, 71 Atl. 515 (Md.).

X deposited money in a savings bank in her own name. She lost her pass book, but obtained from the bank an order transferring the account to Y, which she indorsed and delivered to Y, stating that she gave this fund "subject to her own use during her lifetime." *Held*, that there is a valid gift to Y. *Candee v. Conn. Savings Bank*, 71 Atl. 551 (Conn.).

It is clearly settled law that a valid gift either *inter vivos* or *causa mortis* of a deposit in a savings bank may be made by a delivery of the pass book. *Camp's Appeal*, 36 Conn. 88; *Ridden v. Thrall*, 125 N. Y. 572. But there must be a clear intention on the part of the donor to relinquish immediately to the donee all control over the fund. *Bath Savings Institution v. Fogg*, 101 Me. 188. Thus, where A had a deposit put in the names of A and B, there was held to be no gift, since A would retain control during his life. *Schippers v. Kempkes*, 67 Atl. 74 (N. J.). The decision in the first case under consideration that there was no gift is therefore clearly correct, since, by the express terms of the deposit, B was to get no rights until A's death. And as a testamentary disposition such a gift is invalid under the statute of wills. *Augusta Savings Bank v. Fogg*, 82 Me. 538. But in the second case there was no attempt to make a testamentary disposition, and the reservation of a use for life, while it may presumptively, does not conclusively, negative an intent to make an absolute gift *in praesenti*. *Bone v. Holmes*, 195 Mass. 495.

GUARDIAN AND WARD — OPPOSITION OF WARD NO BAR TO ACTION BY GUARDIAN. — An infant sold personal property to the defendant. His guardian, against the infant's wishes, brought suit to recover possession of the property. *Held*, that the ward's opposition is no defense to the action. *Hughes v. Murphy*, 63 S. E. 231 (Ga., Ct. of App., Dec. 22, 1908).

The courts differ as to the guardian's right to his ward's real estate, some holding that he is entitled to the possession, others that he can only have the rents and profits. *Matter of Hynes*, 105 N. Y. 560; *Muller v. Benner*, 69 Ill. 108. But in most states either by statute or by common law he is entitled to the possession of his ward's personalty. *Walker v. Watson*, 32 Ga. 264. At common law an infant could only sue by next friend, but many statutes allow the guardian to sue without an appointment by the court as next friend. *Hutton v. Williams*, 35 Ala. 503. It follows that he can bring action for the possession of the ward's personal property. *Boruff v. Stipp*, 126 Ind. 32. A new promise by the guardian will revive a debt of his ward barred by the Statute of Limitations, when a promise by the ward will have no effect. *Manson v. Felton*, 30 Mass. 206. And a conveyance by the ward is no defense to an action for possession by the guardian. *Freeman v. Bradford*, 5 Port. (Ala.) 270. Since the reason for appointing a guardian is to substitute the discretion of an adult for that of an infant, the principal case seems rightly decided.

ILLEGAL CONTRACTS — CONTRACTS COLLATERALLY RELATED TO SOMETHING ILLEGAL OR IMMORAL — ACTION FOR GOODS SOLD IN FURTHERANCE OF AN ILLEGAL AGREEMENT. — The plaintiff corporation was formed in violation of the anti-trust laws, and made an unlawful agreement with the defendant to sell it all the paper required by defendant at specified prices. Accordingly,